

GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

AGENDA

May 6, 2019

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

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GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

April 1, 2019, 7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

Present:

Robert Bezotte, William Green, Gary Childs, Wes Nakagiri

1. CALL TO ORDER

The meeting was called to order by Commissioner Bezotte at 7:30 pm.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: March 4, 2019

Motion to approve the minutes as presented.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green, G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green, G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

4. REPORTS

4.1 Health Department - Livingston County Measles Update

Dianne McCormick, Health Officer, advised Members that this week is National Public Health Week. She went on to point out that there have been 15 States in the U.S. with reported measles, including Michigan, with most being in Oakland County.

Ms. McCormick explained the different agencies and protocol in place should there be any reported cases in Livingston County.

Elaine Brown, PPH Director, informed the Committee of the incubation period, age range involved (1-63 years of age), vaccine dosage, etc.

Chairman Bezotte questioned the Hep A status. Elaine Brown advised him of the different events they have covered, as well as the Jail.

5. CALL TO THE PUBLIC

None.

6. RESOLUTIONS FOR CONSIDERATION

6.1 Planning Department

Resolution to Adopt the 2019-2023 Livingston County Parks & Open Space Plan - Livingston County Parks & Open Space Advisory Committee

Planning Director, Kathleen Kline-Hudson, and Planner, Scott Barb, showed the Committee a Parks & Open Space Plan presentation.

Recommend Motion to the Finance Committee.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

6.2 County Clerk

Resolution Approving the Change in a Position From a Part-Time 20 Hour Deputy Clerk to a Full-Time Deputy Courtroom Clerk

County Clerk, Elizabeth Hundley, introduced the Resolution to Members, while her Chief Deputy, Kristi Cox, provided the attached handouts to the Committee.

Recommend Motion to the Finance Committee.

Moved By G. Childs

Seconded By W. Nakagiri

Yes (3): R. Bezotte, W. Green , and G. Childs

No (1): W. Nakagiri

Motion Carried (3 to 1)

6.3 Emergency Medical Services

Resolution Authorizing the Write-off of Aged Receivables

Jeff Boyd, EMS Director, addressed the Committee regarding this Resolution.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

6.4 Emergency Medical Services

Resolution Authorizing an Agreement with Marquette General Hospital to Provide Ambulance Transportation Services

The Resolution was introduced to the Members by EMS Director, Jeff Boyd.

Recommend Motion to the Board of Commissioners.

Moved By G. Childs

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

7. CALL TO THE PUBLIC

Don Parker - City of Howell: Spoke regarding Court Funding.

8. ADJOURNMENT

Meeting adjourned at 8:37 pm.

Motion to adjourn the meeting at p.m.

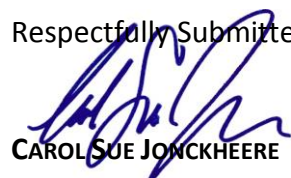
Moved By W. Nakagiri

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

Respectfully Submitted:


CAROL SUE JONCKHEERE

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

Resolution Authorizing Easements for the City of Howell's State Street Reconstruction Project - County Administration

WHEREAS, the City of Howell State Street Reconstruction Project involves the complete reconstruction of State Street, between Clinton Street and Grand River Avenue, on the west side of the Historical Courthouse, thereby creating a need for a Temporary Construction Easement; and

WHEREAS, the project will also include DTE Energy's reconstruction and rehabilitation of all of the underground utilities in the area, creating the need for a permanent Utility Easement as well; and

WHEREAS, neither easement will interfere with current or future development of County property.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a Temporary Construction Easement to the City of Howell at the cost of \$1.00.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes a permanent Utility Easement to DTE Energy at the cost of \$1.00.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is hereby authorized to sign all easements, forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:

SECONDED:

CARRIED:

City of Howell State Street Reconstruction Project

Project Description

The City of Howell State Street Reconstruction project involves the complete reconstruction of State Street, between Clinton Street and Grand River Avenue and the north/south and east/west alleys to the east. The project will also include the reconstruction and rehabilitation of all of the underground utilities in the area.

From a utility perspective, the project will remove lead jointed pipes from the City's water system and replace all the other water main in the area, some of which are nearly 100 years old and cannot support the necessary fire flow for downtown buildings. The failing storm sewer in the area will be replaced as it is nearly 70 years old and is causing some flooding issues with surrounding buildings. And the sanitary lines in the area, which are nearly 50 years old, will be replaced and refurbished as needed.

From a road perspective, the roads and alleys will be reconstructed in a more pedestrian and environmentally friendly way. By utilizing pervious pavement in the alleys, the drainage between buildings will be reduced by up to 40%, limited potential flooding issues in the neighboring buildings. State Street will be reconstructed as a festival street, which has been a long term goal of the City for many years. The road serves as the City's event hub, hosting the farmer's market, which serves the City's low to moderate income residents, the Veteran's parade, the Pink Party for cancer research, the Melon Fest, Howell's largest summer event, and countless other year round events. By creating a barrier free space that drains effectively, all City residents will be able to enjoy events.

TEMPORARY CONSTRUCTION EASEMENT

LIVINGSTON COUNTY, a political subdivision of the State of Michigan, whose address is 304 East Grand River Avenue, Suite 201, Howell, MI 48843 ("Grantor"), who certifies and warrants that it is the sole legal owner in fee of the real property described herein, for and in consideration of the sum of \$1.00 paid by the **CITY OF HOWELL**, a Michigan municipal corporation, whose address is 611 East Grand River Avenue, Howell, MI 48843 ("Grantee"), does hereby grant to Grantee during the construction of and for a period of six (6) months after completion of the State Street Reconstruction Project, the right to move personnel, equipment and materials on and through and the right to store equipment, material and excavated matter on the following described TEMPORARY CONSTRUCTION EASEMENT:

SEE DESCRIPTION ATTACHED AS EXHIBIT A
PARCEL NO. 4717-36-300-015

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns, and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 14th day of May, 2019.

GRANTOR: LIVINGSTON COUNTY

DONALD S. PARKER - CHAIRMAN
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

Acknowledged before me on May 14, 2019, by Donald S. Parker, Chairman, County Board of Commissioners of Livingston County, on behalf of Grantor.

Carol Sue Jonckheere - Notary Public
Livingston County, Michigan
Acting in Livingston County, MI
My Commission Expires: 10/20/20

DRAFTED BY;

Timothy M. Perrone (P37940)
601 N. Capitol Ave.
Lansing, MI 48933

WHEN RECORDED, RETURN TO:
Grantor

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE - 5/ /2019

EXHIBIT A

Description of Property (Taken from Record 4717-36-300-015)

Court House Square, “Cowdry’s Addition” to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan.

Subject to reservations, restrictions, and easements of record, if any.

Also known as Parcel No. 4717-36-300-015

Description of Temporary Construction Easement

A Temporary Construction Easement, being the westernmost ten feet of the property described above as Court House Square, “Cowdry’s Addition” to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan, not including the area of property containing the Livingston County Veterans Memorial.

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DTE ELECTRIC COMPANY EASEMENT (RIGHT OF WAY)

For the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive easement ("Right of Way") in, on, under and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: LIVINGSTON COUNTY, 304 E. Grand River Ave., Suite 201, Howell, MI 48843

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit MI 48226

"Grantor's Land" is in part of Section 36, T2N, R4E, City of Howell, County of Livingston, and State of Michigan, and is described as follows:

AS SHOWN ON ATTACHED LEGAL DESCRIPTION - EXHIBIT A

Tax Identification Number: 4717-36-300-015

More commonly known as: 200 E. Grand River Ave., Howell, MI 48843

The "Right of Way Area" is a twelve (12') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

AS SHOWN ON ATTACHED SKETCH OF EASEMENT - EXHIBIT B

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee.

4. Excavation: Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. Restoration: If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. Successors: This Right of Way runs with the land and binds and benefits Grantors and Grantee's successors and assigns.

8. Exemptions: This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. Governing Law: This Right of Way shall be governed by the laws of the State of Michigan.

10. Additional Provisions: The Grantee, its lessees or assigns, prior to entering upon lands of the Grantor for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the electric lines or appurtenances owned by the Grantee, shall obtain the prior approval of the office of the County Administrator, which approval shall not be unreasonably withheld. The Grantee shall have the right from time to time to clear the Easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the Grantee of the right, privileges and easements herein granted. This Easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the easement area conveyed hereby for the utility lines. The Grantee agrees to maintain and protect at its own expense its electric lines or appurtenance and equipment within the easement area. The Grantee agrees to save and keep Grantor harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Grantor and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any

accident or any other occurrence on or about the premises above described, causing injury to any person or property arising by reason of construction, operation and maintenance, and use of this Easement resulting out of Grantee negligence. Grantor reserves the right to full use of said premises subject to rights granted.

GRANTOR: LIVINGSTON COUNTY

DONALD S. PARKER - CHAIRMAN
LIVINGSTON COUNTY BOARD OF

COMMISSIONERS

Acknowledged before me on _____, 2019, by Donald S. Parker, Chairman,
County Board of Commissioners of Livingston County, on behalf of Grantor.

My Commission Expires: 10/20/2020

Carol Sue Jonckheere - Notary Public
Livingston County, Michigan
Acting in Livingston County, MI

DRAFTED BY:

TIMOTHY M. PERRONE (P37940)
601 N. Capitol Ave.
Lansing, MI 48933

WHEN RECORDED, RETURN TO:

DTE ELECTRIC COMPANY
37849 Interchange Drive
Farmington Hills, MI 48335

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: TIMOTHY M. PERRONE - 5/ /2019

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EXHIBIT A

DESCRIPTION OF PROPERTY (TAKEN FROM RECORD 4717-36-300-015)

Court House Square, "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan.

Also known as Parcel Number 4717-36-300-015.

Subject to reservations, restrictions and easements of record, if any.

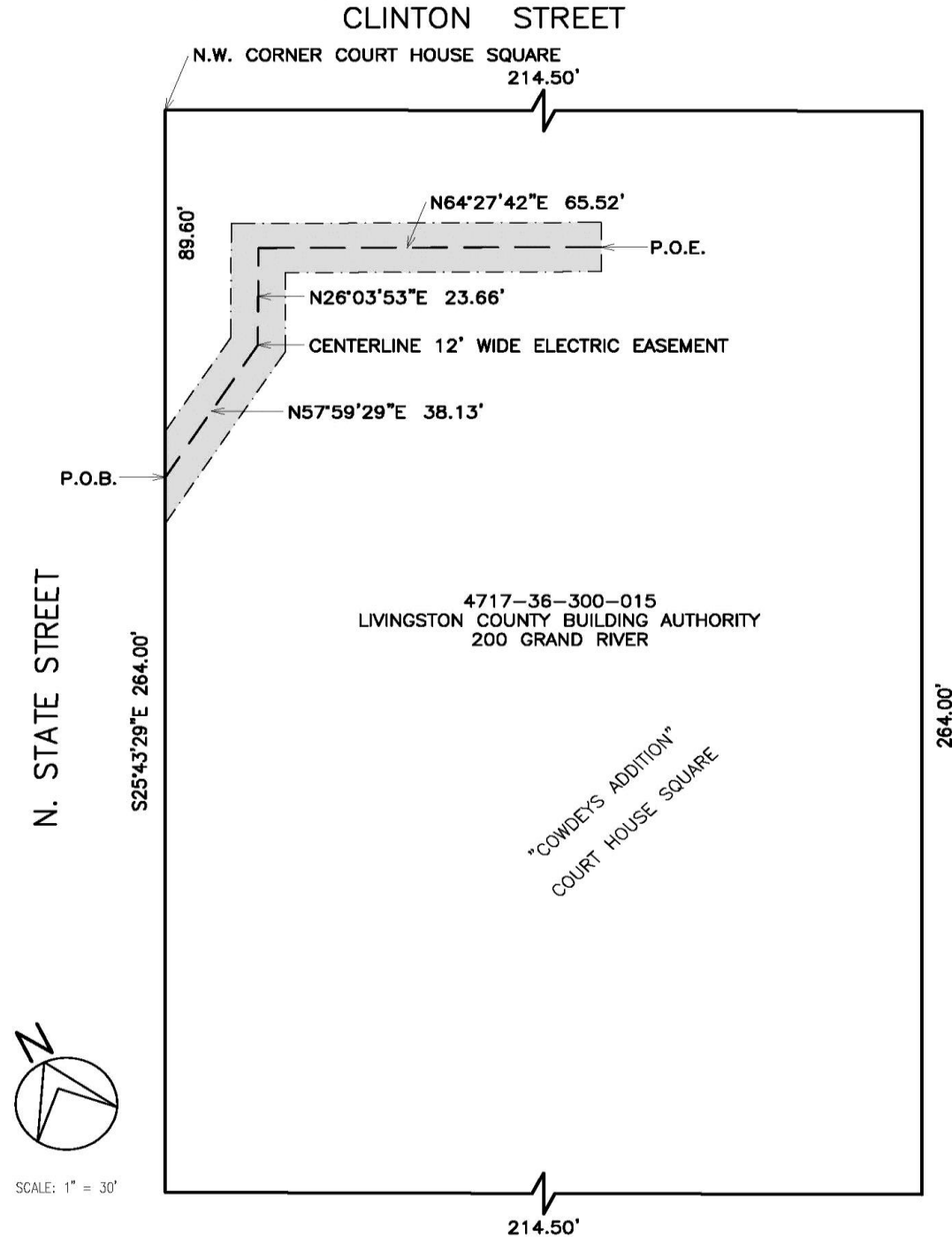
DESCRIPTION OF ELECTRIC EASEMENT

A 12 foot wide Electric Easement being a part of Court House Square "Cowdry's Addition" to the Village of Howell (now the City of Howell), Section 36, T2N, R4E, Livingston County, Michigan, whose centerline is described as follows: Beginning at a point 89.60 feet, S25°43'29"E along the Westerly line of said Court House Square from the Northwesternly Corner of said Court House Square to the Point of Beginning; thence N57°59'29"E 38.13 feet; thence N26°03'53"E 23.66 feet; thence N64°27'42"E 65.52 feet to the Point of Beginning. Said easement contains 1,647 square feet, or 0.04 acres, more or less.

EXHIBIT B

SKETCH OF EASEMENT


NOTE: WESTERLY LINE OF "COURT HOUSE SQUARE" IS ASSUMED TO BEAR S25°43'29"E.



3/8/2019 7:37 AM

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Hebert Dave

JOB NO. 20161073		555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 03/05/19	HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http://www.hrcengr.com		1
				OF 2

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing a Supplemental Appropriation to the Fiscal-Year 2019 Budget – Facility Services

WHEREAS, the 2019-2024 Capital Improvement Plan included the replacement of five (5) HVAC roof-top units at the Sheriff/Jail building; and

WHEREAS, the HVAC replacement was included in the 2019 budget at an estimated amount of \$60,000; and

WHEREAS, the cost of the units have increased since the initial capital budget planning process and is \$70,300; and

WHEREAS, a supplemental appropriation from the Capital Replacement Fund 403 in the amount of \$10,300 is requested; and

WHEREAS, additional capital improvement funds are requested in the amount of \$10,300 to cover the increased cost.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners a supplemental appropriations to the Fiscal-Year 2019 Facility Services Operating budget for the purpose of purchasing 5 HVAC roof-top units for the Livingston County Sheriff Department facility as illustrated below:

FUND	2019 REVISED BUDGET	PROPOSED AMENDMENT	2019 PROPOSED AMENDED BUDGET
631 – Facility Services	\$3,191,444	\$10,300	\$3,201,744

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Treasurer to transfer an additional \$10,300 for a total of \$70,300 from the Capital Replacement Fund 403 to the Facility Services fund for the above purpose.

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MOVED:
SECONDED:
CARRIED:

William E. Walter, Inc.

MECHANICAL CONTRACTORS

Service Division

" A Tradition of Excellence since 1945"

Service Proposal

April 15, 2019

Chris Dunn
Livingston County Jail
150 S. Highlander Way
Howell, MI 48843

Subject: RTU Replacements

Quotation Number: M2019-0166

Dear Mr. Dunn

We are pleased to submit a quotation for the following special services:

- Demo, remove and properly dispose of existing roof top heating and cooling unit's #1, 3, 4, 23 and 24.
- Supply and install RTU's #1, 23 and 24:
 - Lennox, KGB092S4M, 7.5-ton roof top heating and cooling unit.
 - 460 volts, 3-phase.
 - Single wall construction with foil faced insulation.
 - Economizer with enthalpy control.
 - Powered exhaust fan.
 - Factory disconnect.
 - Phase monitor.
 - Staged gas heat with aluminized steel heat exchanger.
 - Curb adaptor.

Cost: \$15,300.00 (each)*

- Supply and install RTU # 3:
 - Lennox, KGB150S4M 12.5-ton roof top heating and cooling unit.
 - 460 volts, 3-phase.
 - Single wall construction with foil faced insulation.
 - Economizer with enthalpy control.
 - Powered exhaust fan.
 - Factory disconnect.
 - Phase monitor.
 - Staged gas heat with aluminized steel heat exchanger.
 - Curb adaptor.

Cost: \$20,150.00*

1 of 4

•1917 Howard Ave, Flint, MI 48501 •

•Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •

- Supply and install RTU # 4:
 - Lennox, KGB024S4D 2-ton roof top heating and cooling unit.
 - 230 volt, single phase
 - Single wall construction with foil faced insulation.
 - Economizer with enthalpy control.
 - Powered exhaust fan.
 - Factory disconnect.
 - Phase monitor.
 - Staged gas heat with aluminized steel heat exchanger.
 - Curb adaptor.

Cost: \$9,870.00*

- Included are all necessary electrical, gas piping and sheet metal modifications.
- Included is a 1-year parts and labor warranty, a 5-year compressor warranty and a 10-year heat exchanger warranty.
- Included are all permits.
- Check, test and start.

Total Cost: \$68,500.00* (if all units are purchased)

Delivery: 7-10 Days ARO

Notes and Exceptions:

*Add a crane charge of \$1,800.00 is applicable no matter how many units are purchased.

Sincerely,

Carl L Drazic

Carl L. Drazic

Commercial Sales Consultant



2 of 4

•1917 Howard Ave, Flint, MI 48501 •
 •Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •

Agenda 17 of 51

Standard Business Terms and Conditions

Acceptance and Prices

This proposal is subject to acceptance within 30 days. Prices are subject to adjustment if acceptance is delayed or modified. Future price adjustments may be required. Notice of adjustments shall be provided in writing. Taxes are not included.

The Customer will reimburse all costs and expenses incurred to William E. Walter, Inc. if accepted orders are canceled.

Working Hours

The work specified in this proposal is based on regular working hours of regular working days unless otherwise stated. If the Customer requests that the work be performed other than during regular working hours William E. Walter, Inc. may request additional charges for the additional services.

Payment

Payment terms for customers with established credit are **net 30 days**, unless contrary terms are stated. Past due service charges of 1-½% per month may apply on any principle amount due after 30 days.

Liability

William E. Walter, Inc. and the Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees, resulting from death or bodily injury or damage to property of the other or other persons, arising out of or resulting from the negligence or misconduct of their respective employees, or other authorized agents in connection with their activities within the scope of their agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault the obligation to indemnify shall be proportional to their relative fault. Neither party shall be liable to the other for any special, indirect or punitive damages.

Any liability for incidental or consequential damages is expressly disclaimed. William E. Walter, Inc. will not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, abuse by others or caused by conditions beyond its reasonable control. William E. Walter, Inc. maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by the Customer under this Agreement.

Customer Obligations

The customer shall:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify William E. Walter, Inc. of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges will be made upon customer's authorization at the prevailing rates.

Hazardous Materials

The Customer shall be responsible for the removal, handling, and disposal of all hazardous materials. Title to all hazardous materials or substances shall at all times remain with the Customer.

Warranty

William E. Walter, Inc. extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of 30 days from the completion of work performed. William E. Walter, Inc. expressly limits its warranty to cover only that portion of equipment which had specific service done by William E. Walter, Inc. These warranties do not extend to any service that has been repaired by others, or which has not been properly maintained. No warranty is made against corrosion, erosion, or deterioration.

Complete Agreement

The terms and conditions in William E. Walter's forms, acknowledgements, quotations, and invoices constitute the entire and exclusive agreement between the customer and William E. Walter, Inc.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – Facility Services

WHEREAS, there is an on-going need to contract for grounds maintenance, lawn care, and snow removal services; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, Evergreen Outdoor, Inc. submitted a proposal to provide grounds maintenance, lawn care and snow removal services for various Livingston County locations per the proposed rates in Attachment A of RFP-LC-19-02 for a (3) three year term beginning June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years; and

WHEREAS, funding for same has been allocated and approved as part of the 2019 Operating budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Evergreen Outdoor, Inc. located at 2619 Golf Club Road, Howell, MI to provide lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewal options for Evergreen Outdoor, Inc. to provide lawn care and snow removal services for Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED:
SECONDED:
CARRIED:



420 S. Highlander Way, Howell, MI 48843
Phone (517) 546-6491 Fax (517) 546-7266

Memorandum

To: Livingston County Board of Commissioners
From: Chris Folts, Facility Services Director
Date: April 29, 2019
Re: Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – GENERAL GOVERNMENT/ FINANCE / BOARD

The County of Livingston uses an outside contractor to perform grounds maintenance, lawn care and snow removal services for various County grounds. The current contracts for these services have expired.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, an ad was placed in the newspaper and 3 companies were sent the solicitation directly. As a result, the solicitation reached a large group of qualified companies and even though only two (2) submissions were received, the evaluation committee believes that the process created a system of free and open competition and should be considered valid.

For lawn care services there is a decrease in rates from what we currently have; however, when the newly added sprinkler services are included in the calculation, there is an overall increase of 8% in costs for lawn care services. The overall change for snow removal services indicate a decrease of 11% from what we currently pay. For both contracts, there is a net decrease of 3%.

Based on the recommendation of the EC and comparison of our current and proposed rates, I am requesting the attached resolution be approved to award a contract with Evergreen Outdoors, Inc. to perform grounds maintenance, lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for up to two (2) additional one-year renewals for a total contract period not to exceed five (5) years.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

**RESOLUTION
LIVINGSTON COUNTY**

**NO:
DATE:**

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services – GENERAL GOVERNMENT/ FINANCE / BOARD

WHEREAS, there is an on-going need to contract for grounds maintenance, lawn care, and snow removal services; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, Evergreen Outdoor, Inc. submitted a proposal to provide grounds maintenance, lawn care and snow removal services for various Livingston County locations per the proposed rates in Attachment A of RFP-LC-19-02 for a (3) three year term beginning June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years; and

WHEREAS, funding for same has been allocated and approved as part of the 2019 Operating Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Evergreen Outdoor, Inc. located at 2619 Golf Club Road, Howell, MI to provide lawn care and snow removal services on an as-needed basis for a three (3) year term commencing on June 1, 2019 to June 1, 2022 with options for two (2) additional one- year renewals for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewal options for Evergreen Outdoor, Inc. to provide lawn care and snow removal services for Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Amend the Lease Agreement with Construction Helicopters, Inc. to Include Property for Additional Parking - Airport

WHEREAS, Construction Helicopters Inc. entered into a lease agreement for property at the Livingston County Airport dated December 10, 2007; and

WHEREAS, Construction Helicopters Inc. desires to construct additional parking adjacent to their existing leasehold; and

WHEREAS, the proposed parking lot will accommodate twenty-three (23) vehicles and be constructed on the east side of the hangar; and

WHEREAS, an additional 11,900 square feet of property will be leased for the parking lot.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to amend the lease agreement with Construction Helicopters Inc. to include additional property for the construction of a parking lot.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: May 1, 2019

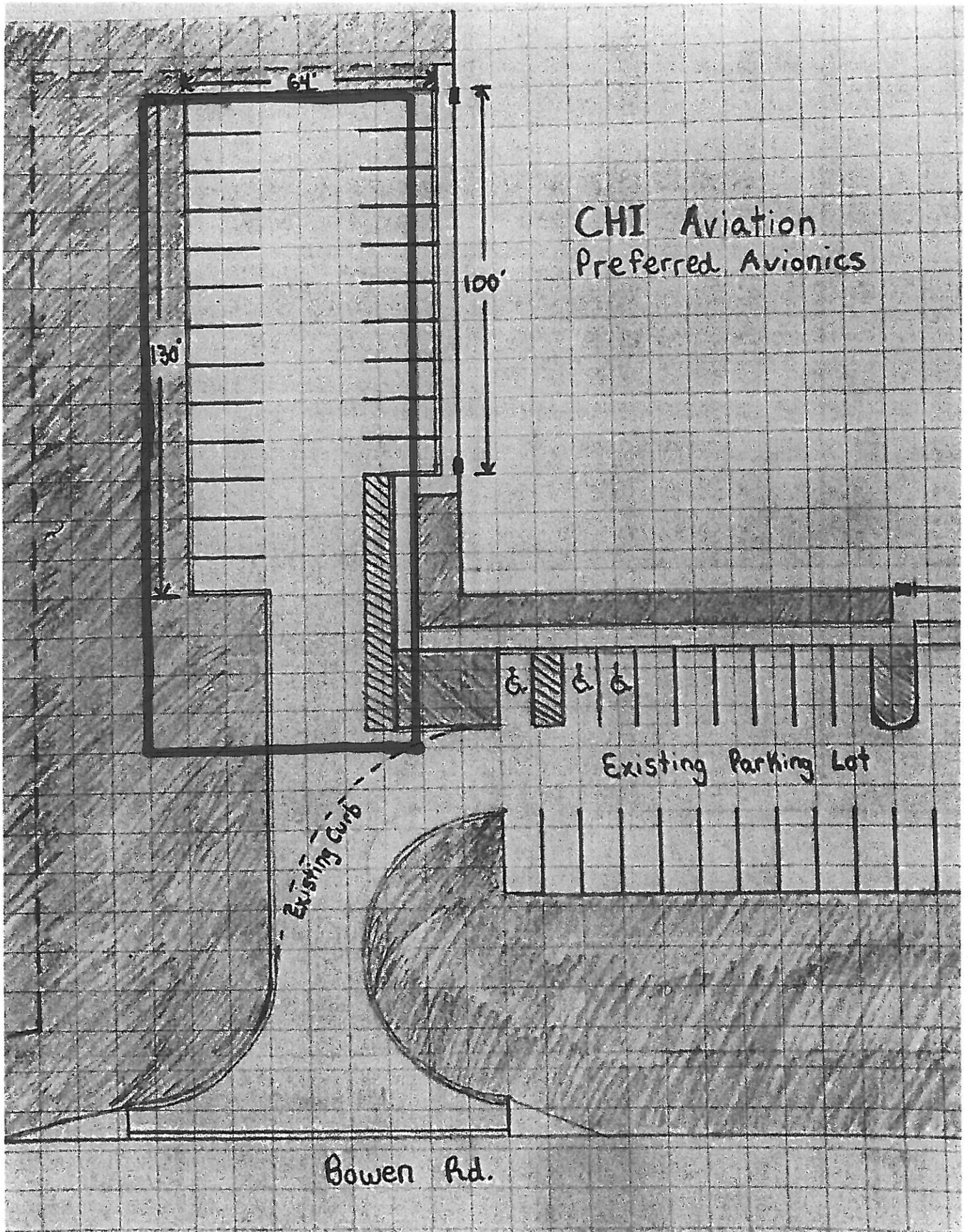
RE: Construction Helicopters Inc. Lease Amendment

Construction Helicopters Inc. moved from Willow Run Airport to the Livingston County Airport in 2007. They have continued to grow during their time at the airport and are in need of additional employee parking. The lease area will total an additional 11,900 square feet.

Construction Helicopters intends to add parking for an additional 23 vehicles for customers and staff. This area will be on the east side of their building and will be accessed from their existing drive off Bowen Road.

The signed lease amendment that is attached was drafted by Civil Counsel.





**ADDENDUM NO. 1 TO AIRPORT LEASE AND
CONCESSION AGREEMENT**

THIS ADDENDUM NO. 1 TO AIRPORT LEASE AND CONCESSION AGREEMENT is entered this ____ day of _____, 2019, by and between the **COUNTY OF LIVINGSTON** (hereinafter referred to as "LANDLORD"), and **CONSTRUCTION HELICOPTERS, INC.**, a Delaware corporation (hereinafter referred to as "TENANT"), whose address is 3679 Bowen Road, Howell, MI 48855, amends and provides supplemental terms to the Airport Lease and Concession Agreement entered into between the Landlord and Tenant on December 10, 2007 (hereafter, "the Lease").

WHEREAS, on December 10, 2007, the parties entered into the above-referenced Lease for the lease by Tenant of land owned by the County of Livingston at the Livingston County Airport ("the Demised Premises"), for a twenty-year term expiring on September 30, 2027, with the Tenant having options to renew for up to two additional five year periods; and

WHEREAS, the Tenant desires to lease additional land for use as a parking lot, for which additional rent will be charged; and

WHEREAS, the Landlord is willing to add the additional land and rent to the Lease.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. The Demised Premises, as referenced in Section 1 of the Lease, Demised Premises, shall also include Parcel D, Additional Land, described as a 170' x 70' parcel of land situated to the east of and abutting the Demised Premises, as more fully depicted on the attached Exhibit C.

2. The following provision shall be added to Section 3 of the Lease, Rental:

"Parcel D: Additional Land

For the initial period beginning on the date this Lease Addendum is executed, and ending on the 30th day of September, 2019 ("Initial Period"), TENANT shall pay to LANDLORD as rental for the Additional Land portion of the Demised Premises and the rights, privileges and concessions granted to it herein, subject to the duties and obligations outlined in this Agreement, monthly rental payments of THREE HUNDRED SEVENTY-SIX AND 83/100 DOLLARS (\$376.83).

It is understood and agreed that the rent for the Initial Period is based upon a total rental area for the Additional Land of 11,900 square feet, at a rate of \$0.38 per square foot per annum, annualized as FOUR THOUSAND FIVE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$4,522.00).

At the expiration of the Initial Period and every year thereafter during the term of this Agreement, commencing on the first (1st) day of October, 2019, the

annual rate of rent for the Additional Land portion of the demised premises shall be adjusted to the amount obtained by dividing the initial rental price of \$0.38 per square foot per annum by the Detroit-Ann Arbor, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, Detroit-Ann Arbor, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed. It is expressly understood that the rent will be adjusted in accordance with changes in the Consumer Price Index once every year during the term and any extension(s) of this Agreement.

For purposes of this Agreement, the Consumer Price Index means the Index for "All Items" for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area, as determined by the United States Department of Labor, Bureau of Statistics (CPI-W).

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account."

3. Except as modified by this Addendum, all other terms and conditions of the Lease shall remain in full force and effect during the Initial Term and any Extended Term, including but not limited to the Landlord's right under Sec. 16 of the Lease to terminate the Lease for the Tenant's breach or default of the Lease. In the event of any discrepancy between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control. This Addendum shall become effective on the date first above written.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Addendum No. 1 on the day and year first above written.

LANDLORD:

COUNTY OF LIVINGSTON

Dated: _____

By: _____
Donald S. Parker, Chairperson

TENANT:

CONSTRUCTION HELICOPTERS, INC.

Dated: 4/23/19

By: 
Its: CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM FOR COUNTY
OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On:

n:\client\livingston\airport\amendments\addendum no. 1 to lease w construction helicopters inc.doc
LIV/Airport #07-002

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution to Concur with the Livingston County Aeronautical Facilities Board for a Supplemental Appropriation and to Enter into an Agreement with M-B Companies, Inc. to Provide a Rotary Broom for Snow Removal for the Livingston County Spencer J. Hardy Airport - Airport

WHEREAS, Livingston County Spencer J. Hardy Airport has a need for a high speed runway broom for snow removal; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and (3) submitted proposals were evaluated; and,

WHEREAS, M-B Companies, Inc. submitted a proposal that was the highest ranked, responsive proposal to RFP-LC-19-05 specifications and has demonstrated experience in manufacturing snow removal equipment for use at airports; and

WHEREAS, a federal (90%), state (5%), local (5%) grant agreement will fund this purchase.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an agreement with M-B Companies, Inc. located at 1615 Wisconsin Ave., New Holstein, WI 53061 to purchase a Rotary Broom for Snow Removal at the Livingston County Spencer J. Hardy Airport in the amount of five hundred, ninety-seven thousand, two hundred and eighty-five dollars (\$597,285.00).

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the following supplemental appropriation to the Fiscal Year 2019 budget as illustrated below:

Fund	Approved 2019 Budget	Proposed Amendment	Amended 2019 Budget
583 – Airport	\$ 0	\$ 597,285	\$ 597,285

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: May 1, 2019

RE: M-B Companies High Speed Rotary Broom

For the past several years, the Livingston County Airport has been anticipating the purchase of a high speed broom for snow removal purposes. A broom removes all snow from the airport surfaces, which leaves bare pavement and better braking for aircraft.

Our present broom is 16' wide and the new one will be 20' wide. This will allow us to clear the runway in six passes instead of eight. The new broom also has substantially more power, allowing the removal of more snow at a faster speed.

The broom purchase will be funded with an FAA/MDOT/Local grant. The FAA will fund 90% of the purchase, MDOT 5% of the purchase and the airport is responsible for the remaining 5%, which is available in airport reserve funds.

RFP-LC-19-05 - Bid Tabulation

M-B Companies, Inc.				Oshkosh Airport Products, LLC		Wausau Equipment Company, Inc.		
LINE ITEM	Deliverable	Quantity	Item Price	TOTAL	Item Price	TOTAL	Item Price	TOTAL
1	Rotary Broom	1	\$ 597,285.00	\$ 597,285.00	\$ 650,367.00	\$ 650,367.00	\$ 623,236.00	\$ 623,236.00
2	Discount			n/a		*pre-pay discount offered (\$626,859.76), if paid within 5 days		n/a
3	Delivery			Included		Included		Included
4	Estimated Lead Time from Order (in days).			300		300		250-300
Total (Lines 1-3)				\$ 597,285.00		\$ 650,367.00		\$ 623,236.00

RFP-LC-19-05: Evaluation Matrix

RFP-LC-19-05: Evaluation Matrix	Maximum Points	MB Companies	Oshkosh	Wausau
Evaluation Factors for Qualifications/Experience	80	58	64	59
Company Profile	20	19	18	13
References	40	34	32	31
Pricing	60	50	42	45
Total Points Earned	200	161	156	148



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution to Concur with The Livingston County Aeronautical Facilities Board to Enter into a Grant Agreement with the Michigan Department of Transportation to Fund Pavement Marking at The Livingston County Airport - Airport

WHEREAS, the pavement markings at the Livingston County Airport are in fair to poor condition and are faded in many areas; and

WHEREAS, the Michigan Aeronautics Commission has authorized a federal/state/local grant agreement to provide funding for this project; and

WHEREAS, the project is expected to begin in the next few weeks; and

WHEREAS, the total amount of the grant agreement is \$40,000 and the local share (5%) is \$2,000, which is available in the airport budget (5810540081900).

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a grant agreement with the Michigan Department of Transportation to fund the pavement marking project at the Livingston County Airport.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: May 1, 2019

RE: Pavement Marking Grant Agreement

Last fall, Livingston County entered into a similar grant with FAA/MDOT for painting at the airport. Due to inclement weather experienced during the fall, the work was not completed.

This grant will fund the striping of all pavement at the Livingston County Airport. The work will be done under an agreement with MDOT and the county will not hire the contractor directly. The local share of the project is \$2,000, which is the local match for 90% FAA funding and 5% MDOT funding.

I anticipate the work to be completed in the next few weeks.

MICHIGAN DEPARTMENT OF TRANSPORTATION
LIVINGSTON COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Livingston County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Livingston County - Spencer J. Hardy Airport , whose associated city is Howell , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated March 27, 2019 attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE RUNWAY - AIRFIELD PAINT MARKING (UNDER 2019 STATEWIDE PROGRAM).

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 12, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$36,000.00
Maximum MDOT Share	\$2,000.00
SPONSOR Share	<u>\$2,000.00</u>
Estimated PROJECT COST	\$40,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

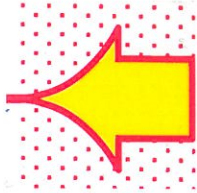
This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:



MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

LIVINGSTON COUNTY-SPENCER J. HARDY AIRPORT HOWELL, MICHIGAN

Project No. B-26-0000-1119
Contract No. FM 84-00-C52
Job No. 205288CON

March 27, 2019

	Federal	State	Local	Total
ADMINISTRATION	\$0	\$0	\$0	\$0
DEPARTMENT-AERO	\$0	\$0	\$0	\$0
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$36,000	\$2,000	\$2,000	\$40,000
Rehabilitate Runway - Airfield Paint Marking (under 2019 Statewide Program)	\$36,000	\$2,000	\$2,000	\$40,000
TOTAL PROJECT BUDGET	\$36,000	\$2,000	\$2,000	\$40,000

Federal Billing Breakdown:

Bill #1 \$36,000 SBGP 9215 Grant Award Date: 6/11/15

Letting Information: 02/01/19 MDOT Let

Period of Performance End Date: 12/01/19

MAC Approval: 03/27/19

Quantity Breakdown:

Solid White 80,000 SFT
Solid Yellow 60,000 SFT
Solid Black 12,000 SFT

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Amending Resolutions 2014-06-181 and 2018-08-141 Authorizing an Extension of Transit Attorney Services Contract - LETS

WHEREAS, pursuant to authority granted in Resolutions 2014-06-181 and 2018-08-141, LETS entered into a contract with Foster Swift Collins & Smith, PC for transit attorney services for a 5-Year period from July 1, 2014 to June 30, 2019 following a solicitation process; and

WHEREAS, Foster, Swift, Collins & Smith, PC has provided outstanding service for LETS during the original contract period and continues to work on ongoing matters; and

WHEREAS, the transit attorney legal specialty is relatively uncommon and requires a specialized knowledge of Federal Transit Administration and Michigan Department of Transportation rules and regulations; and

WHEREAS, the current contract allows for an extension by written amendment and both parties wish to extend the contract for a period of two (2) years from the original expiration date of June 30, 2019; and

WHEREAS, all terms and conditions, including rates of service, will remain the same.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an amendment to the Transit Attorney Legal Services Agreement to extend the contract for a period of two (2) years beginning on July 1, 2019 ending on June 30, 2021.

BE IT FURTHER RESOLVED that the Board Chair of the Board of Commissioners is authorized to sign any and all amendments, agreements or other documents as needed upon review of Civil Counsel.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 05/01/2019
Re: Resolution Amending Resolutions 2014-06-181 and 2018-08-141 Authorizing an Extension of Transit Attorney Services Contract - LETS

LETS entered into a contract with the Koerner Law Group, PLLC, for transit attorney services in July 2014 following a solicitation process. The 5-Year contract period began July 1, 2014 and will expire on June 30, 2019 pursuant to resolution 2014-06-181.

Mark T. Koerner, the President of The Koerner Law Group, PLLC, and principle attorney, then joined the law firm of Foster Swift Collins & Smith, PC, in August 2018. The contract was amended to reflect that change pursuant to resolution 2018-08-141.

The original 5-year contract is set to expire on June 30, 2019; however, the contract language indicates that it may be extended by written amendment. Due to the outstanding service provided by Mr. Koerner during the original contract period, and the specialized nature of transit attorney services, LETS wishes to extend the contract for a period of two (2) years beginning on July 1, 2019 ending on June 30, 2021, after which the contract will be re-bid.

If you have any questions please contact me directly at x7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Vehicle Purchase and Supplemental Appropriation to the Fiscal-Year 2019 Budget – Car Pool/Veterans Services

WHEREAS, the Veteran Services Department purchased a MY 2014 MV-1 accessible vehicle in November 2015; and

WHEREAS, Mobility Ventures produced the MV-1 on contract with AM General, which ceased production of the vehicle in 2016 due to financial problems; and

WHEREAS, with the end of production vehicle repair costs have increased and replacement parts are becoming difficult to source; and

WHEREAS, for these reasons the Veterans Services Committee has authorized replacing the MV-1 ahead of schedule; and

WHEREAS, the MV-1 was originally placed on an 84 month "lease" through the County's vehicle lease (capital replacement) program, at the end of which sufficient funds would have accumulated to purchase a replacement; and

WHEREAS, the Committee has indicated that it no longer wishes to participate in the vehicle lease program so the replacement vehicle will be purchased using accumulated lease holdings, currently \$25,158, plus the residual value from selling the MV-1; and

WHEREAS, the recommended replacement vehicle is a 2019 Dodge Caravan wheelchair accessible minivan which will be purchased from the State of Michigan Transit Vehicle Purchasing Program contract at a cost not to exceed Thirty Five Thousand dollars (\$35,000); and

WHEREAS, the van will be purchased by Car Pool on behalf of the Veterans Services Department, which will be charged back for the vehicle purchase and annual operating costs; and

WHEREAS, the vehicle purchase was not included in the FY 2019 authorized budget and therefore amendments to the Car Pool and Veterans Services budgets are necessary; and

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the purchase of a replacement MY 2019 Dodge Caravan wheelchair accessible van for the Veterans Services Department at a cost not to exceed Thirty Five Thousand dollars (\$35,000).

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes amendments to the Fiscal Year 2019 Car Pool and Veterans Services budgets as indicated below:

FUND	APPROVED 2019 BUDGET	PROPOSED AMENDMENT	2019 AMENDED BUDGET
661 – Car Pool	\$ 1,871,399	\$ 35,000	\$ 1,906,399
295 – Veterans Services	\$ 1,065,121	\$ 35,000	\$ 1,100,121

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the County Administration Finance office.

BE IT FINALLY RESOLVED that the Car Pool Director is hereby authorized to dispose of decommissioned vehicles that are being replaced per the County Purchasing/Disposal Policy.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 05/01/2019
Re: Resolution Authorizing Vehicle Purchase and Supplemental Appropriation to the Fiscal-Year 2019 Budget – Car Pool/Veterans Services

The Veteran Services Department purchased a Model Year 2014 [MV-1 accessible vehicle](#) in November 2015.

The MV-1 was a promising concept as a dedicated wheelchair-accessible passenger vehicle. Mobility Ventures produced the MV-1 on contract with AM General (manufacturer of the Humvee for the US military) beginning in 2011; however, production was ceased in 2016 as the company ran into financial problems.

With the end of production vehicle repair costs have increased and replacement parts are becoming difficult to source. The MV-1 utilizes OEM parts primarily from Ford, but Car Pool has encountered delays receiving parts from both the local Ford dealership and Midwest Transit Equipment, the dealer from which the vehicle was originally purchased.

As a result of the increased maintenance costs and parts scarcity the Veterans Services Committee has authorized replacing the MV-1 ahead of schedule. The vehicle was originally placed on an 84 month "lease" through the County's vehicle leasing (capital replacement) program, at the end of which sufficient funds would have accumulated to purchase a replacement. However, the Veterans Services Committee has indicated that the Department will purchase the replacement vehicle outright and no longer participate in the County lease program. Therefore, funding for the replacement vehicle will consist of accumulated lease holdings, currently \$25,158, plus the residual value from selling the MV-1 at auction.

The recommended replacement vehicle is a 2019 Dodge Caravan wheelchair-accessible minivan which will be purchased from the State of Michigan Transit Vehicle Purchasing Program contract (via LETS) at a cost not to exceed Thirty Five Thousand dollars (\$35,000). This represents a savings of approximately 10% off of the retail cost.

The replacement van will be purchased by Car Pool on behalf of the Veterans Services Department, which will be charged back for the vehicle purchase through MUNIS. Please note that Car Pool will continue to charge the Department back for vehicle operating costs including maintenance, fuel, and insurance even though it will no longer participate in the lease program.

This purchase was not included in the FY 2019 authorized budget and therefore amendments to the Car Pool and Veterans Services budgets are necessary to complete the replacement vehicle purchase.

Documentation of repair costs for the MV-1 and details about the replacement Caravan, including order form, are available for review upon request.

If you have any questions please contact me directly at x7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Accepting the Livingston County Transit Master Plan Dated March 5, 2019 - Board of Commissioners

WHEREAS, the Livingston County Board of Commissioners, recognizing the impact of Public Transportation on people who are unable to use an automobile and on congestion, land use, and automobile emissions, contracted with AECOM Great Lakes, Inc. to provide consulting services for a countywide public transportation study to support the development of a new Transit Master Plan to replace the 2007 plan; and

WHEREAS, AECOM presented the results in a Livingston County Transit Master Plan dated March 5, 2019 at the Board of Commissioners meeting of March 11, 2019; and

WHEREAS, the four major goals identified in the plan are to; improve the system efficiency of current service for existing and new customers; develop new services that expand the customer base and respond to unserved needs; provide regional connections; and collaborate across communities, agencies, and sectors to have multimodal transportation considered as part of the County's development; and

WHEREAS, the Board of Commissioners recognizes the efforts of the consultants, L.E.T.S. staff, the members of the Transportation Coalition, and the general public to develop this plan and thanks them for their input and hard work in so doing; and

WHEREAS, the plan provides alternatives for the issues of governance and funding relating to the implementation of the plan suggestions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the plan as a tool to provide guidance in making future adjustments in Livingston County's public transportation system.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners is committed to continuing to operate L.E.T.S. as a County Transportation System under Public Act 94 of 1933.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners will consider the appropriate level of local funding through its budgeting and strategic planning activities.

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MOVED:
SECONDED:
CARRIED: